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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-88) -- Paid-Up
With 640 Acres Pooling Provision

PAID-UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made this 19th day of October, 2010, by and between Moran Foods, Inc. whose address is 100 Corporate Office Drive, Earth City, MO 63045-1511 as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

Being all of Lots 11 thru 15, and a portion of Lot 16 of Turner's Subdivision of Lot 1, Block 2, J. L. Purvis Survey, City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 385, page 11, Plat Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at an iron rod set for corner at the Northeast corner of said Lot 11, same point lying in the West line of Edgewood Terrace;

Thence South along the said West line of Edgewood Terrace, same line being the East line of said Turner's Subdivision of Lot 1, Block 2, J. L. Purvis Survey, for a distance 284.50 feet to an iron rod set for corner, the same point being the intersection of the said West Use of Edgewood Terrace with the North line of East Lancaster Avenue;

Thence South 82 degrees 15 minutes 23 seconds West along the said North line of East Lancaster Avenue for a distance of 176.61 feet to an iron rod found for corner;

Thence North 89 degrees 56 seconds West continuing along the said North line of East Lancaster Avenue for a distance of 32.00 feet to an iron rod found for corner, same point also being the Southwest corner of said Lot 16;

Thence North along the West line of said Turner's Subdivision of Lot 1, Block 2, J. L. Purvis Survey, same line being the East line of a 10 foot dedicated alley for a distance of 308.50 feet to an iron rod set for corner, same point being the Northwest corner of said Lot 11;

Thence South 89 degrees 56 minutes East along the North line of said Lot 11 for a distance of 207.00 feet to the Point of Beginning

in the County of TARRANT, State of TEXAS, containing 1.938000 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith; or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 25% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be 25% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if in the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at Lessee's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances in (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of

revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and as Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee as Lessor's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

See Exhibit "A" attached hereto and by this reference made a part hereof

MORAN FOODS, INC., a Missouri corporation

By: G. F. Meyer
Title: Vice President

Witness

Witness

ACKNOWLEDGMENT

STATE OF Missouri §
COUNTY OF St. Louis §

This instrument was acknowledged before me on the 19th day of October, 2010, by G. F. Meyer, as Vice President of Moran Foods, Inc. on behalf of said corporation.

Lynn W. McQuesten
Notary Public, State of Missouri
Notary's name (printed): Lynn W. McQuesten
Notary's commission expires: Feb 4, 2012

"NOTARY SEAL"
Lynn W. McQuesten, Notary Public
St. Charles County, State of Missouri
My Commission Expires 2/4/2012
Commission Number 08382923

Exhibit "A"

This Exhibit is attached to and made a part of that certain Paid-Up Oil & Gas Lease made this 19th day of October, 2010, by and between Moran Foods, Inc. whose address is 100 Corporate Office Drive, Earth City, MO 63045-1511 as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of this Paid-Up Oil & Gas Lease, the following provisions shall control.

1. NO SURFACE OPERATIONS. NOTWITHSTANDING ANY LANGUAGE CONTAINED IN THIS LEASE TO THE CONTRARY, LESSEE HEREBY WAIVES AND RELEASES ALL SURFACE RIGHTS OF EVERY KIND AND NATURE ACQUIRED UNDER THIS LEASE OR BY OPERATION OF LAW, IF ANY. ACCORDINGLY, LESSEE SHALL NOT HAVE ANY RIGHTS TO AND SHALL NOT (i) CONDUCT ANY SURFACE OPERATIONS WHATSOEVER UPON THE LAND, (ii) PLACE ANY PERSONAL PROPERTY, FIXTURES OR EQUIPMENT UPON THE LAND, (iii) ENTER UPON THE LAND FOR ANY REASON OR FOR ANY AMOUNT OF TIME, OR (iv) INTERFERE IN ANY MANNER WITH THE OPERATION OF (A) THE BUILDINGS OR OTHER IMPROVEMENTS ON THE LAND EXISTING ON THE DATE OF THIS LEASE OR AS HEREINAFTER MAY BE CONSTRUCTED THEREON OR (B) LESSOR'S BUSINESS ON THE LAND; HOWEVER, THIS LIMITATION SHALL NOT AFFECT THE RIGHT OF LESSEE OR ITS PERMITTED SUCCESSORS AND ASSIGNS, IF ANY, TO UTILIZE THE SUBSURFACE OF THE LAND OR ENGAGE IN DIRECTIONAL OR HORIZONTAL DRILLING ACTIVITY WHICH COMES UNDER THE LAND AND/OR FROM POOLING IN ACCORDANCE WITH THIS LEASE, AS LONG AS SAID DRILLING ACTIVITY IS AT A DEPTH SO AS TO NOT INTERFERE WITH OR IN ANY WAY EFFECT THE PRESENT OR FUTURE USE OF THE SURFACE OF THE LAND FOR OR ANY OTHER USE AND ALL SERVICES IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION UTILITY SERVICES, AND IN NO EVENT MAY THE DRILLING ACTIVITY PENETRATE THE LAND AT A DEPTH OF LESS THAN 500 FEET BELOW THE SURFACE, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH CONSENT LESSOR MAY GRANT OR WITHHOLD IN ITS SOLE DISCRETION. FURTHER, LESSEE SHALL COMPLY WITH ALL APPLICABLE LEGAL REQUIREMENTS IN THE DRILLING OF WELLS FROM SURFACE LOCATIONS THAT OFFSET THE LAND, BUT IN NO EVENT SHALL LESSEE DRILL A WELL AT A SURFACE LOCATION THAT IS WITHIN 400 FEET OF THE LAND, UNLESS LESSEE HAS RECEIVED A PERMIT FROM THE APPLICABLE GOVERNMENTAL AUTHORITY ALLOWING SUCH LOCATIONS TO BE WITHIN 500 FEET OF THE LAND AND LESSEE HAS OBTAINED WRITTEN WAIVER FROM THE LESSOR AS TO SAID PROPOSED SURFACE DRILLSITE LOCATION. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

2. INDEMNIFICATION. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AND LESSOR'S PARTNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, PRINCIPALS, EMPLOYEES, TRUSTEES, AND LESSOR'S SUCCESSORS' AND ASSIGNS' PARTNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, PRINCIPALS, EMPLOYEES, TRUSTEES, SUCCESSORS, AND ASSIGNS AGAINST ALL LOSS, COST, EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES, AND COURT COSTS, CAUSED IN WHOLE OR IN PART BY LESSEE'S ACTIONS OR NEGLIGENCE OR LESSEE'S OPERATIONS WITH RESPECT TO THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION BY LESSEE OF ANY LEGAL REQUIREMENTS OR ANY BREACH BY LESSEE OF ANY REQUIREMENTS UNDER THE PROVISIONS OF THIS LEASE.

IN ADDITION TO THE FOREGOING INDEMNITY AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LESSEE PROMPTLY SHALL CLEAN UP, REMOVE, REMEDY, AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LAND DURING LESSEE'S OCCUPANCY, LEASING, OR CONTROL OF SAME IN CONFORMANCE WITH ALL REQUIREMENTS OF APPLICABLE LAW. THE INDEMNIFICATION AND ASSUMPTION PROVIDED FOR IN THIS PARAGRAPH AS IT RELATES TO ANY ENVIRONMENTAL CONDITION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION.

AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING, DIRECTLY OR INDIRECTLY, UNDER ITS DIRECTION OR CONTROL, AND ITS INDEPENDENT CONTRACTORS AND ASSIGNEES. AS USED IN THIS PARAGRAPH, THE TERM "LAND" INCLUDES THE LAND COVERED BY THIS LEASE AND ANY LANDS POOLED TOGETHER THEREWITH. LESSEE'S OBLIGATIONS PROVIDED FOR IN THIS PARAGRAPH SHALL SURVIVE THREE YEARS AFTER THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE AND SHALL INURE TO THE BENEFIT OF THE NAMED LESSOR UNDER THIS LEASE, ITS SUCCESSORS-IN-INTEREST HEREUNDER, AND ALL SUBSEQUENT OWNERS OF THE LAND.

3. IT IS AGREED BETWEEN THE LESSOR AND LESSEE THAT, NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, ALL OIL, GAS OR OTHER PROCEEDS ACCORDING TO THE CREDIT OR BENEFIT OF LESSOR UNDER THIS LEASE OR BY STATE LAW SHALL BE WITHOUT DEDUCTION FOR THE COST OF PRODUCING, GATHERING, STORING, SEPARATING, TREATING, DEHYDRATING, COMPRESSING, PROCESSING, TRANSPORTING, OR MARKETING THE OIL, GAS AND OTHER PRODUCTS TO BE PRODUCED UNDER THE LEASE AND SHOULD BE PAID "AT THE WELLHEAD"; HOWEVER, IN THE EVENT LESSEE DETERMINES IN GOOD FAITH THAT IT CAN OBTAIN A HIGHER PRICE AT A MARKET LOCATED OUTSIDE THE LOCAL MARKET, AND LESSEE INCURS TRANSPORTATION COSTS CHARGED BY AN UNAFFILIATED INTERSTATE OR INTRASTATE GAS PIPELINE IN ORDER TO ENHANCE THE VALUE OF THE OIL, GAS OR OTHER PRODUCTS, LESSOR'S PRO RATA SHARE OF SUCH COSTS MAY BE DEDUCTED FROM LESSOR'S SHARE OF PRODUCTION. IN NO EVENT SHALL LESSOR EVER RECEIVE A PRICE THAT IS LESS THAN THE PRICE TO BE RECEIVED BY LESSEE, OR A PRICE LESS THAN THE PRICE THAT COULD HAVE BEEN OBTAINED FROM A SALE IN THE LOCAL MARKET. LESSEE AGREES TO PROVIDE AND MAKE AVAILABLE TO LESSOR UPON WRITTEN REQUEST LESSEE'S RECORDS MAINTAINED OR UTILIZED IN CONNECTION WITH ANY EFFORTS TO ENHANCE THE VALUE OF THE OIL, GAS OR OTHER PRODUCTS TO BE PRODUCED PURSUANT TO AND IN CONNECTION WITH THIS LEASE TOGETHER WITH ANY COSTS PAID OR PROCEEDS RECEIVED BY LESSEE HEREUNDER.

4. UPON EXPIRATION OF THE PRIMARY TERM OF THIS LEASE, THIS LEASE SHALL AUTOMATICALLY TERMINATE AND EXPIRE AS TO ALL LEASEHOLD RIGHTS 100 FEET BELOW THE BASE OF THE STRATIGRAPHIC EQUIVALENT OF THE DEEPEST PRODUCING FORMATION, SPUD AFTER THE DATE OF THIS LEASE, ON WITH WHICH LANDS COVERED BY THIS LEASE ARE UNITIZED.

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS LEASE SHALL NOT BE EXTENDED SOLELY BY THE PAYMENT OF SHUT-IN ROYALTIES FOR MORE THAN TWO CONSECUTIVE YEARS BEYOND THE PRIMARY TERM OF THIS LEASE. IF AFTER THE PRIMARY TERM OF THIS LEASE HAS EXPIRED ANY GAS WELL IS SUBSEQUENTLY SHUT-IN FOR TWO CONSECUTIVE YEARS AND THERE IS NO OTHER PRODUCTION MARKETED FROM THE LANDS AND DEPTHS THEN COVERED BY THIS LEASE FOR SAID TWO YEARS, THEN THIS LEASE SHALL AUTOMATICALLY TERMINATE AT THE END OF SAID TWO YEAR PERIOD.

MORAN FOODS, INC.

By: G.F. Meyer
Title: Vice President

Witness